

JS-6

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JENNIFER BENTLEY,

Plaintiff,

v.

UNITED OF OMAHA LIFE  
INSURANCE CO.,

Defendant.

Case No. CV 15-7870- DMG (AJWx)

**ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS'  
FEES, REIMBURSEMENT OF  
LITIGATION EXPENSES, AND  
FOR A NAMED PLAINTIFF  
SERVICE AWARD [237] [238];  
SECOND AMENDED JUDGMENT**

1  
2 Having considered all papers filed in connection with the Final  
3 Approval Hearing, including Plaintiff Jennifer Bentley's Motion for Final  
4 Approval of Class Action Settlement [Doc. # 237], Motion for Attorneys'  
5 Fees and Costs and Class Representative Service Awards [Doc. # 238], and  
6 Plaintiff's Reply [Doc. # 239], and statements made at the Final Approval  
7 Hearing, and for the reasons stated on the record at the hearing,

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS  
9 FOLLOWS:

10 1. The Court, for purposes of this Final Order and Judgment  
11 ("Second Amended Judgment"), unless otherwise defined herein, adopts all  
12 defined terms as set forth in the Settlement Agreement dated December 23,  
13 2021 ("Settlement") filed in this action [Doc. # 227-2]. This Second  
14 Amended Judgment supersedes the prior Amended Judgment [Doc. # 232].

15 2. The Court has jurisdiction over all claims asserted in the Action,  
16 Plaintiff, Class Members and Defendant, United of Omaha Life Insurance  
17 Company.

18 3. In orders dated May 1, 2018 [Doc. # 132], May 22, 2018 [Doc.  
19 # 141], and August 3, 2018 [Doc. # 158], the Court previously found that the  
20 prerequisites for a class action under Federal Rules of Civil Procedure 23(a)  
21 and (b)(3) are satisfied in this case, and has certified the class.

22 4. The Court finds that the Settlement was made and entered into  
23 in good faith and hereby approves the Settlement as fair, adequate, and  
24 reasonable to all Class Members. No objections were submitted, which  
25 further supports the finding that the Settlement is fair, adequate, and  
26 reasonable. Any Class Members who have not timely and validly requested  
27 exclusion from the Class are thus bound by this Judgment.  
28

**Class Notice**

5. Notice to Class Members has been completed in conformity with the terms of the Court's March 17, 2022 Preliminary Approval Order. [Doc. # 230.] The Court finds that said notice was the best notice practicable under the circumstances. The Notice provided due and adequate notice to Class Members of the proceedings and of the matters set forth therein, including the Settlement, and the manner by which objections to the Settlement could be made. The Notice fully satisfied the requirements of due process.

**Objections and Requests for Exclusion**

6. No objections to the Settlement were submitted by Class Members in accordance with the requirements set forth in the Settlement and Notice of Class Action Settlement.

7. The Court finds that one Class Member previously submitted a valid and timely Request for Exclusion and therefore is not bound by the terms of the Settlement or this Order. That Class Member is: Michelle London.

**Release of Claims**

8. Plaintiff and all other Class Members shall have, by operation of this Order, fully, finally, and forever released, relinquished, and discharged the Released Parties from the following Released Claims:

Upon timely performance by Defendant of all of its obligations as set out in this Agreement, Plaintiff and the members of the certified class do hereby release and forever discharge Defendant and its parents, subsidiaries, affiliates, officers, directors, partners, predecessors, successors, representatives, insurers, reinsurers, assignees, employees acting within the

1 scope of their employment, executors, administrators, heirs, and  
2 all other persons acting by, through, or in any way on behalf of  
3 Defendant (the “Released Parties”), of and from any and all  
4 claims, debts, defenses, liabilities, costs, attorneys’ fees, actions,  
5 suits at law or equity, demands, contracts, expenses, damages,  
6 whether general, specific, punitive, exemplary, contractual or  
7 extra-contractual, and causes of action of any kind or nature  
8 which Plaintiff and the class have arising from or relating in any  
9 way to any conduct alleged or that could have been alleged in  
10 and arising from the factual predicate of the Litigation, from the  
11 beginning of time through the Effective Date, but excluding any  
12 and all representations, warranties, obligations, duties and  
13 covenants arising from this Agreement (the “Released Claims”).

14 9. Except as to any individual claim of the person who previously  
15 validly and timely requested exclusion from the Certified Class, as listed in  
16 paragraph 7 of this Order, the Action is dismissed with prejudice.

17 **Payments Pursuant to the Stipulation**

18 10. The Court finds that the Gross Class Settlement Amount, the  
19 Net Settlement Amount, and the methodology used to calculate and pay each  
20 Class Member's Individual Settlement Payment are fair and reasonable, and  
21 authorizes Class Counsel to pay the Individual Settlement Payments to the  
22 Class Members in accordance with the proposed methodology. For  
23 avoidance of doubt, no further order of the Court is required for Class  
24 Counsel to send payments to Class Members calculated using the proposed  
25 methodology as reflected in Exhibit B to Plaintiff’s Reply in support of  
26 Motion for Final Approval of the Settlement (“Exhibit B”).<sup>1</sup> [Doc. # 239-2.]

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27 <sup>1</sup> In those situations where multiple beneficiaries are named on a particular policy  
28 without any designation of percentage share, Class Counsel is directed to pay equal shares  
to each beneficiary. In addition, Class Counsel is directed to pay the share owed to one of

1           11. Within 45 days following this Court's final approval of the  
2 Settlement, claim forms will be sent to each Class Member reflecting the  
3 amounts in Exhibit B, which the Court approves. Class members shall have  
4 60 days from the date of issuance to return their claim forms. If valid claim  
5 forms are submitted, Class Counsel shall issue appropriate payment by way  
6 of certified mail with return receipts.

7           12. If a claim is not returned within 60 days of issuance, or an  
8 Individual Settlement Payment check remains uncashed after 180 days from  
9 issuance, Class Counsel is authorized to pay over the amount represented by  
10 the Individual Settlement Payment check to the California State Controller's  
11 Office Unclaimed Property Fund, with the identity of the Class Member to  
12 whom the funds belong. In such event, the Class Member shall nevertheless  
13 remain bound by the Settlement.

14           13. Class Counsel's motion for attorneys' fees and costs is  
15 **GRANTED** insofar as Plaintiff shall be paid a Class Representative Service  
16 Payment in the amount of \$10,000.00 from the Settlement Amount. The  
17 Court finds this amount to be fair and reasonable and sufficiently supported.

18           14. Class Counsel's motion for attorneys' fees and costs is  
19 **GRANTED** insofar as the Court awards attorneys' fees in an amount equal to  
20 33.3% of the common fund. Thus, Class Counsel shall be paid \$999,000 as  
21 their attorneys' fees and \$43,964.91 for reimbursement of costs and expenses  
22 from the Settlement. The Court finds these amounts to be fair and reasonable  
23 and sufficiently supported.

24           15. Lead Class Counsel shall have sole authority to divide the  
25 awarded attorneys' fee and reimbursement of expenses among other  
26 Plaintiff's counsel. For the avoidance of doubt, no further order of the Court

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27 the beneficiaries of policy number BU1395175 who is subject to a protective trust to the  
28 trust. Finally, Class Counsel is to pay the benefits of policy number BU1101313 to the  
designated contingent beneficiary. *See* Vanek Dec. ¶ 5 [Doc. # 239-1].

1 is required for Class Counsel to distribute the attorneys' fees and  
2 reimbursement of expenses to Plaintiff's counsel and issue payments to class  
3 members upon a receipt of a completed claim form.

4 **Other Provisions**

5 16. The Parties shall implement the Settlement according to its  
6 terms.

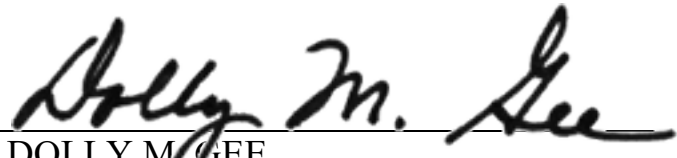
7 17. The Court reserves exclusive and continuing jurisdiction over  
8 the Action, Plaintiff, the Class Members, and Defendant for purposes of  
9 supervising the implementation, enforcement, construction, administration  
10 and interpretation of the Settlement and this Judgment.

11 18. The Court hereby enters judgment for Plaintiff and the Class  
12 Members in accordance with the terms of the Settlement, and this Order is a  
13 final and appealable Order.

14 19. If the Settlement does not become final and effective in  
15 accordance with its terms, this Judgment shall be rendered null and void and  
16 shall be vacated and, in such event, all related orders entered and all releases  
17 delivered in connection herewith also shall be rendered null and void.

18 **IT IS SO ORDERED.**

19  
20 DATED: July 29, 2022

21   
22 DOLLY M. GEE  
23 UNITED STATES DISTRICT JUDGE  
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